

#	COMMENT	SOURCE	POLICY SECTION	DIDD RESPONSE
1	<p>General Comments:</p> <p>DIDD is commended for tackling this complicated issue, for including providers in the discussion and for</p> <ul style="list-style-type: none">• acknowledging that providers need to be included in the Circle of Support when possible moves are being considered,• on stating that the COS shall determine how moving expenses are to be funded ,• on addressing the issue of potential exploitation,• on acknowledging that leases must be honored or arrangements made by the person moving and the parties assisting that person and• on allowing for otherwise ideal homes to be secured when environmental modifications require more time.	Betty McNeely/TNCO/Lee Chase	N/A	Thank you.
2	<p>Recommendations:</p> <ul style="list-style-type: none">• DIDD procedures for dealing with moving individuals when an agency closes should be described in policy.• Examples should be given of (inappropriate) recruitment. This would be very helpful for agencies (ISCs, providers & therapists) that appear not to understand basic standards of professionalism.• It is very important that training be made available in the details of this policy.	Betty McNeely/TNCO/Lee Chase	N/A	The department will consider developing a policy specific to transitions due to agency closures. Your concerns about recruitment, professionalism, and training are noted.
3	<p>Also, for those who request the change in providers, if a person doesn't have a conservator but they have very volatile family members, for instance if a person is getting P.A., excuse me, in their home and the family uses speech for the person, will that family member be able to go ahead and make recommendation for a change? Because it seems like it just says that the person themselves have to make the request. But what about involving a family member?</p>	Donna Wilson/Direct Access Coordination	N/A	Members of the person's Circle of Support, including family members who are not the conservator, can make recommendations for changes in services.

4	We commend the department for tackling this complicated issue and for including providers in the discussion and for acknowledging that providers need to be included in the circle of support whenever possible moves are being considered. For stating that the circle shall determine how the moving expenses are to be funded. That has been quite a difficulty for us in the past.	Cindy Graves/TNCO	N/A	Thank you.
5	For addressing the issue of potential exploitation and acknowledging that leases must be honored or arrangements made by the person or the people supporting the person. And for acknowledging that -- for allowing a plan of action so that ideal homes aren't lost. That's been a very big issue for us too, so that ideal homes aren't lost while we make arrangements for the renovations that may be needed for mobility issues. We recommend perhaps in a different policy altogether that did address the situation involving moves when an agency closes. And we also recommend that specific examples be given for individuals -- for when recruitment is -- when recruitment is suspected or inappropriate and when it rises to the level of exploitation because we think it will be helpful for certain providers that may not have the basic standards of professionalism that others have.			See the response to #2.
6	Purpose: Does this Policy apply to all provider changes for any type of waiver service? If so, this is not explicitly stated. The Policy uses the term "transition" throughout but in the DIDD system, "transition", is used almost exclusively to describe moving from one home to another or from one residential service provider to another.	TASC	II.	Do not concur. The policy states, "The purpose of this policy is to clarify the process to transition from one service provider to another or from one residential site to another for people enrolled in any Department of Intellectual and Developmental Disabilities (DIDD) services."
7	Recommendation: Make the purpose and application of the Policy clear as it applies to all service providers, and include the term "change of provider" in the definitions and other terminology where intended.	TASC	II. III.	Duly noted.

8	<p>IV. DEFINITIONS: Some definitions should be added or clarified as follows:</p> <p>A.Circle of Support (COS):The definition of a Circle of Support in this Policy conflicts with the definition and descriptions of a COS found in the DIDD Provider Manual. In Provider Manual section 3.2., the sole authority to decide and control the composition of the COS for various purposes is given to the person or legal representative. The Manual describes the decisions to call a COS meeting as being exclusively at the discretion of the person/legal representative (see 3.2.b.; 3.2.c.; and 3.2.d.). This Policy contradicts that premise by setting specific, minimum requirements for the composition of the COS to include the “Case Manager” (not defined) and “the providers of any supports and services that person receives” (not defined). The DIDD Provider Manual specifically allows the person/legal representative to exclude service providers and even the ISC or Case Manager from certain meetings or activities in which decisions or planning might occur. In only one instance (3.2.a., second paragraph), the Manual requires the person/legal representative to invite provider staff to participate in activities related to decision-making, planning and supporting the person. In that instance, the Manual requires that provider staff must be either “invited” to be a “member of the COS” or to “participate in Planning Meetings” or both.</p>	TASC	IV.A.	Duly noted. The definition and the responsibilities of the COS will be clarified.
9	<p>The term, “COS”, as used in in the Transition Policy is confusing. At times the COS, the legal representative, and the person receiving services are treated as distinct entities with each having a separate but equal status. The Policy describes instances in which the person, the COS, or the conservator might act independently of each other. It also appears the policy allows the COS to act independent of, and even in contradiction to the wishes of, the person or the legal representative. A COS is not an entity that can make legal or procedural decisions or exercise rights, privileges, etc. It is a collection, at a minimum, of the person and the person’s legal representative and others chosen to help and advise the person/legal representative in making decisions. Nothing in current practice allows another invited member of a COS to initiate a request or exercise a right, responsibility or privilege in place of, or over the objections of, the person/legal representative. The only exception is the provider’s ability to give due notice to the person of the intent to terminate services to the person.</p>	TASC	IV.A.	Duly noted. The language will be clarified.

10	The definition and composition of the COS appears central to this policy in various scenarios. Therefore, the definition of this group must be clear and unambiguous. Although not entirely precise in language or construct in the Policy or the Procedures, the intent appears to be to require the person/legal representative to meet formally with a provider and/or DIDD representatives regardless of their desire to do so before a change in provider or transition may move forward. Perhaps the term “Planning Team” as used in the Provider Manual would be more appropriate for use in this Policy. This term could be tailored in the Policy’s definitions to describe the compulsory composition of a group of persons who must meet with the person and the person’s legal representative for the purpose of vetting and planning transitions and changes in providers when applicable.	TASC	IV.A.	Duly noted. The language will be clarified.
11	The proposed Policy’s definition of COS also refers to a “Case Manager”, but not to the person’s “Support Coordinator”, being a required member. However, elsewhere in the Policy, roles and responsibilities are assigned only to an “Independent Support Coordinator” (ISC), not to the “Case Manager” (see VI.A.2., for an example). Neither term is defined in this Policy. The use of the term “providers of any support and services” in the COS definition is too broad. Such a term could be interpreted to include providers of supports or services both inside and outside of the DIDD provider network. And as such, it includes all providers (even if only meant to include DIDD network providers) in the COS regardless of the situation at hand and the direct involvement of those providers.	TASC	IV.A.	Duly noted. The language will be clarified. The definition of COS will be revised to include Support Coordinator as one of the members. Definitions for support coordinator and case manager will be added to the policy.
12	Recommendations: Remove the definition of “Circle of Support” from this Policy. A definition unique to this Policy is not necessary. The COS is clearly defined now the Provider Manual. If a definition is to be included in this Policy, it should comport with the one now in use.	TASC	IV.A.	Do not concur. The definition will remain in the policy.
13	Use the terms COS or Planning Team only in the context in which the DIDD expects a prescribed set of players to meet for certain purposes or under certain circumstances. Neither term should be used when describing who has legal standing to make a request to change providers. A “COS” cannot initiate a request to change services or providers.	TASC	IV.A.	Do not concur. The COS has responsibility for discussing the services and supports the person is receiving and for making recommendations for change. In most instances, one or two persons from the COS will communicate the request, for example, the conservator or ISC. Nonetheless, this does not negate the involvement of the entire COS in making the recommendation for changes in services.
14	The roles of ISCs and CMs are defined within their respective HCBS waivers, and each has duties assigned to them by this Policy. Both terms should be used to ensure clarity of responsibility.	TASC	N/A	Concur. ISC will be changed to ISC/CM.

15	Community Transitions: The definition of “community transition” needs to be more precise and accurate about the types of changes covered by the Policy.	TASC	IV.B.	See response to #6.
16	Recommendation: Revise the definition as follows: Community Transition (Transition): shall mean the process of safely and effectively changing from one provider of any particular waiver service to another provider of that same service within the DIDD waiver provider network to include when a person moves from one home to another home while receiving residential services of any type with a current or proposed provider of residential services or moving from one DIDD region of the state to another.	TASC	IV.B.	Do not concur. Your comment is noted.
17	(“Best Interests”) A significant flaw of this Policy is the lack of a definition of a person’s “best interests”, or a standard for demonstrating that a “transition” “clearly increase(s) the benefit of services for the person” (see VI. A.8.b.). The right of a person to exercise freedom of choice of providers and services should not be predicated on establishing the “best interests” of the person.	TASC	V.	Do not concur. Your comment is noted.
18	Recommendation: Define criterion that does not require documentation that an interest as being “best” and is not a prerequisite for transition. Instead, demonstration of an interest that is important to or for the person or allows a person to exercise freedom of choice and autonomy, should be sufficient and a legitimate basis on which a change or transition might occur. In instances in which a member of the COS, Planning Team or DIDD believes a change in providers or transition will be detrimental to the person or is a case of exploitation, documentation should be sent to the Regional Office for consideration. This may be worded as, If the Regional Office determines that the transition is detrimental to the person and their service needs or may involve exploitation, the transition plan will be denied. This wording would change elsewhere in the policy and item 1. on the proposed Transition Planning Form.	TASC	V.	Do not concur. Your comment is noted.

19	<p>(“Recruitment”) The Procedures deal with an issue identified as “recruitment” (see VI.A.8.). This term is not defined. Some forms of recruitment would seem acceptable while others would not. For example, distributing brochures, placing billboards or other forms of advertising one’s services for the purpose of gaining customers may be considered acceptable forms of “recruitment”. Calling or contacting former clients for the purpose of informing that client of one’s departure from one provider’s employment and going to work for another provider or for oneself would be considered an unacceptable form of “recruitment”.</p>	TASC	VI.A.8.	<p>Concur. The department will add the following definition of recruitment to the policy: Recruitment: Shall mean soliciting persons receiving services within the DIDD provider network for business purposes. It includes directly soliciting, contacting, visiting or otherwise approaching persons or their legal representatives for the purpose of suggesting, advising, urging, or coercing the person or legal representative to change providers for the intended purpose of increasing the provider’s clientele base and business revenue. Employees of DIDD or DIDD service providers may not use information that is learned or obtained during his/her employment in a subsequent employment situation to directly and explicitly solicit, approach or recruit a person to change from one provider to another provider.</p>
20	<p>Recommendation: Add the definition of “recruitment” to this Policy. If it is an activity that is to be prohibited or may result in investigation, it requires a clear definition of the kinds of activities and behaviors that would be prohibited. We propose the following definition:</p> <p>Recruitment: shall mean a set of unacceptable, unfair or unethical practices by providers or their employees in directly soliciting persons receiving services within the DIDD provider network for business purposes. It includes directly soliciting, contacting, visiting or otherwise approaching persons or their legal representatives for the purpose of suggesting, advising, urging, or coercing the person or legal representative to change providers for the intended purpose of increasing another provider’s clientele base and business revenue by means that violate a person’s rights to confidentiality and freedom from coercion and exploitation, or through other unethical practices. Employees of the DIDD or DIDD service providers may not use information that is learned or obtained during his/her employment in a subsequent employment situation to directly and explicitly solicit, approach or recruit a person to change from one provider to another provider.</p>	TASC	VI.A.8.	<p>See response to #19.</p>
21	<p>V. POLICY: A clearer policy statement would improve understanding of the intent of the Policy.</p>	TASC	V.	<p>Duly noted.</p>

22	<p>Recommendations: Revise policy statement to read:</p> <p>POLICY: Changes from one provider to another provider for any waiver service; transitions from one residential setting to another; and moving from one DIDD region to another region must follow a deliberative, person-centered planning, review and approval process. Person-centered principles of “what is important to and important for the person” must be applied in the decision-making and planning processes for these types of changes. A change or transition should occur only when there is an identified and valid interest of the person to be achieved by the change.</p>	TASC	V.VI.	Do not concur. Your comment is noted.
23	<p>VI. PROCEDURES: The “Procedures” section of this Policy is generally difficult to follow. The intentions and requirements in several instances are not clear and leave many questions unanswered. The Procedures need to be much more explicit and clear about when certain aspects of the transition process are required. And most importantly, the assignment of responsibility for certain tasks and actions needs to be clearer and explicit.</p>	TASC	VI.A.8.	Duly noted.
24	<p>A. General Guidelines: The term, “COS”, as broadly defined in this Policy, and as used in the first paragraph of these Procedures, appears to give equal standing to anyone who has been invited onto the COS by the person/legal representative (or whose membership is required by the Policy) when it comes to requesting a change in providers or residence. The lead-in sentence refers to transitions from ANY provider being initiated by the person OR the Conservator OR the COS. This will result in confusion and conflict – especially if the proposed definition of the COS is going to stand as drafted in this Policy. The Policy needs to be more specific regarding by whom and under what circumstances a request may be initiated for making a change in providers or residence.</p>	TASC	VI.A.1.	Duly noted.
25	<p>A.1. This paragraph acknowledges the freedom of persons enrolled in Medicaid waivers to choose from available providers. But, it does not explain if or how exercising that freedom can be viewed as being in a person’s “best interests”. And, if not, how would those two things be reconciled? For example, if a person wishes to change providers, and some entity determines that would not be in his/her “best interests”, how is that decision squared with the person’s freedom to choose providers?</p>	TASC	Vi.A.2.	The department provides several methods of resolving conflicts to persons served: such as, consultation with the regional office, complaint resolution, and formal mediation.

26	A.2. The word “person” should be possessive (i.e., “person’s”) in the first line of the first sentence as in, “...the person’s independent support coordinator”. As noted earlier, the term “Independent Support Coordinator” (or “Support Coordinator”, as used in the Provider Manual) is not included in the definition of the COS, while the “Case Manager” is noted as a mandatory COS member. In all instances in which a waiver support coordination or case management duty is assigned by this Policy, the Procedures should use both terms (Support Coordinator and Case Manager). Both terms should be defined in the Policy definitions. Reference is made here and in several places in this Policy to a “transition packet”. A definition or procedural description of this term could not be found. What constitutes a “transition packet”? A procedural description of the packet, if necessary, should be included.	TASC	VI.A.4.	See section VI.B.3. The Transition Planning Form and any other pertinent documentation including a narrative summary that describes the information needed in F 1, 2, 3, & 4. Your other comments are noted.
27	A.4. This procedure assigns the responsibility (the duty) to “pursue” a person’s request to change providers to the “COS”. Assurances in the Medicaid Waiver require that persons must be given choice of available waiver services and providers. This responsibility is assigned to support coordination and case management – not to a nebulous “COS”.	TASC	VI.A.4.	Duly noted.
28	A.5. The duty to inform a person about requests to change providers belongs to his or her ISC or CM – not an entire “COS”. If a change cannot be accommodated, it is not sufficient to simply “offer alternatives”. This procedure needs to recognize that certain reasons for not accommodating a request may entitle the person to due process, including a right to a fair hearing, when an inadequate provider network leaves a person with no viable choice of willing and available providers.	TASC	VI.A.5.	Duly noted.
29	A.6. What is the meaning of the phrase, “the current situation shall be resolved to the person’s satisfaction”?	TASC	VI.A.6.	It refers to A.5 5."A member of the COS shall inform the person of the outcome of that request. If the person is not able to transition to the chosen provider, alternatives need to be offered. "
30	A.6. Does the “situation” refer to the person’s request for another provider, dissatisfaction, or something else?	TASC	VI.A.6.	Duly noted. Language will be added to clarify what is meant by 'situation'.
31	A.6. What are people supposed to be attempting to resolve? If there is no resolution, what is the purpose of continuing to “investigate alternatives or modifications”?	TASC	VI.A.6.	See response to #30. The purpose of continuing to investigate alternatives or modifications is to resolve the situation to the satisfaction of the person supported.

32	A.6. Is it satisfactory to just keep investigating or is there some expectation that requests to change providers should actually occur or given a disposition through some sort of due process?	TASC	VI.A.6.	A. 6. reads as follows, 'If possible, the current situation shall be resolved to the person's satisfaction. However, if there is no resolution to the satisfaction of the person, the COS shall continue to investigate alternatives or modifications of current supports to address the person's concerns.' The expectation is that transitions will occur that satisfy the person supported.
33	A.7. It is not clear if this procedure applies to the selection of providers for any type of waiver services or only to residential types of services. It states that a person is entitled to participate in choosing "where and with whom he/she lives" and "what 'services' are received" (i.e., but not about choosing "providers", per se). The Policy definition speaks to "Community Transitions" as a "movement" from one "community service provider" to another or from "residential setting" to another. The Policy's Purpose (see II.), refers to "transition from one service provider to another". This procedure and its three (3) subparagraphs, A.7. a., b. and c., refer to "transitions", but in a manner that seems to be only in reference to changes in residential services, providers or settings? It is not clear.	TASC	VI.A.7.	This policy pertains to community transitions. Nothing in this policy diminishes an individual's freedom to choose providers. See VI.A.1 which reads, 'Any person enrolled in DIDD services has the right to choose service provision from all available and qualified providers in the DIDD provider network.'
34	A.7. In the daily vernacular of people who do this work, "transition" almost always refers to persons moving from one home to another or from one residential provider to another – not necessarily the process of changing providers for all of the other various types of waiver services. So, would this procedure (A.7., including A.7. a., b. and c.) apply to changing providers of any type of waiver service? If so, if a person wants to change his therapy provider, for example, can his/her therapy provider (as a mandatory member of the COS as defined by this Policy), disagree with the "appropriateness" of the change by asking for conflict resolution or mediation intervention by the DIDD (see A.7.c.)?	TASC	VI.A.7.	This policy applies to changing providers of any waiver service, not just residential services. Members of the COS can disagree with the appropriateness of the change, and can contact the regional office to request conflict resolutaion or mediation intervention.

5	A.8. This paragraph appears to address the topic of “recruitment of individuals”. Neither of the terms, “recruitment” or “individuals” is defined. The paragraph is followed by three subparagraphs, a. through c. Since they are demoted under A.8, the three (3) subparagraphs therefore are assumed to apply only to instances in which recruitment is the topic of concern. Is this the case? If so, the first two sub paragraphs (a. and b.) seem unrelated to the issue of identifying and addressing suspected “recruitment of individuals for providers benefit”. The problems with the three subparagraphs are as follows:	TASC	VI.A.8.	See response to #20.
36	A.8.a. This paragraph seems unrelated to the topic of the main paragraph, which is about “recruitment”. This procedure requires a meeting to “discuss and resolve any concerns about current services”. Who arranges and conducts the meeting noted here?	TASC	VI.A.8.a.	The DIDD regional office.
37	A.8.a. Is this meeting applicable only when “recruitment” is suspected or is one required for any proposed change in any type of provider? If the latter is the case, the subparagraph should not be in this demoted outline position making it appear relative only when the topic of the preceding, main paragraph is at play. If the former is the case, how does “discussing and resolving concerns about current services” relate to a suspicion that the person is being recruited by another provider?	TASC	VI.A.8.	The meeting referenced in VI.A.8.a is specifically about suspected recruitment. During the meeting, concerns about current services are discussed. This section of the policy will be edited and reorganized for clarity.
38	A.8.a. What is the purpose of “thoroughly” documenting the reasons (for not resolving the concerns) and submitting them to the Regional Office?	TASC	VI.A.8.a.	The purpose is to document the outcome discussed to ensure transition is necessary and allow the individual or representative the opportunity to rethink whether or not there is a valid reason for transition.
39	A.8.b. This paragraph also seems unrelated to the topic of the main paragraph, which is about “recruitment”. This procedure requires the Regional Office to determine whether there is a clear “increase in the benefit of service” to the person before a “transition plan” is approved. How is establishing an “increase in benefit” related to “recruitment” or, for that matter, to any other factor that precipitates a request to change providers or relocate a person's place of residence?	TASC	VI.A.8.b.	The purpose of services and supports is to benefit the person supported. In the context of suspected recruitment, regional office staff will review the transition to ensure the person supported will benefit and is not being exploited.
40	A.8.b. Will it be the policy of the DIDD to allow a change only if an “increase in the benefit of service” can be demonstrated?	TASC	VI.A.8.b.	In the context of suspected recruitment, DIDD will deny transition plans if the person supported will not benefit from the change. This section of the policy will be edited and reorganized for clarity.
41	A.8.b. How is the increase in benefit to be measured?	TASC	VI.A. 8.b.	Based on the satisfaction of the person involved.
42	A.8.b. What would constitute an increase? Such a criterion appears to conflict with the assurance of providing freedom of choice of providers.	TASC	VI.A.8.b.	Do not concur. See #41.

43	A.8.c. Appears that this procedure might be related to the topic of “recruitment”. However, it is ambiguous. Does the term “the situation” refer to cases of suspected “recruitment”? If so, would that be the “situation” one should refer to DIDD Investigations Unit?	TASC	VI.A.8.c.	Yes. A.8.c falls under the heading of "recruitment".
44	A.8.c. Who is supposed to make the determination that recruitment might be exploitative and therefore refer it for investigation?	TASC	VI.A.8.c.	Anyone who has reason to suspect exploitation (see paragraph 8) can make a referral for investigation.
45	A.8.c. Also, if recruitment is suspected to be exploitative in nature and it was referred for investigation, why would the DIDD have the option of a “possible denial” of the transition?	TASC	VI.A.8.c.	All decisions are made on an individualized, person-centered basis.
46	A.8.c. Should not any suspected recruitment be referred for investigation and the request to change providers put on hold pending the outcome?	TASC	VI.A.8.c.	See response to #44. Although the request to change providers is not on hold, the transition plan won't be approved pending the outcome. The language will be clarified.
47	B.Inter-agency transitions initiated by person supported, conservator or COS : This procedure identifies the person or the conservator or the COS as individual entities that may initiate a change. Under what circumstances is it appropriate or allowable for a “COS” to initiate an “inter-agency transition”, rather than the person or his legal representative? Who on a COS, other than the person or conservator may initiate a “transition” of any sort or type?	TASC	VI.B.	No one on the COS can initiate a transition other than the person or the legal representative. The policy will be revised for clarity.
48	What is an “inter-agency” transition? The term is not defined. Is it the same thing as a “community transition” as defined in the Policy?	TASC	VI.B.	Yes.
49	Does this section of procedures apply to changes in any type of provider for any types of waiver services? Given the Policy’s definition and use of the term, “transitions”, it could be interpreted to apply to any change in any type of provider. However, the content of this section (B.), also could be interpreted to apply to residential only by virtue of its reference to a planning process, procedures and forms that elsewhere are identified as unique to residential changes only	TASC	VI.B.	Duly noted. The policy will be revised for clarity.

50	But, complicating the question further, is another set of procedures at D. that are clearly specific only to residential service changes. So, it is confusing and unclear. If this section (B.) only applies to residential instances, the section needs to be more explicit in that regard. And, if this section applies only to residential, do the Procedures elsewhere cover a process for changing providers for all other types of waiver services, or just the ones that may be specifically identified elsewhere in the Procedures?	TASC	VI.D.	Duly noted. The policy will be revised for clarity.
51	Only some, but not all waiver service types are mentioned in these Procedures by service name or type. What procedures apply to these other unmentioned types of services when a request to change providers is made? But, if this section of Procedures applies to changing all types of providers, then several questions and problems are raised:	TASC	VI.B.	The question is unclear since no services are listed in Section B.
52	B.1 This procedure refers to “transition planning”. This term is not defined per se. It is the first time it appears in the Procedures. By reading subsequent sections of the Procedures, one might eventually accumulate a construct of “transition planning”, but at this early point, it is not defined or clear what it is. Does this procedure require “transition planning” in all instances in which a person is requesting a change in any type provider?	TASC	VI.B.1.	Yes.
53	B.1. If so, in all of those instances, does a meeting have to occur with both representatives from both the current and new provider present to discuss and plan the change?	TASC	VI.B.1.	Yes.
54	B.1. Is such a meeting required regardless of the person or legal representative to engage one?	TASC	VI.B.1.	The question is unclear. To clarify, a meeting must take place between or among the service providers involved in the transition. All other members of the COS should be encouraged to attend. If the person served and/or their legal representative declines, it would be logical to discuss the situation with the Regional Office.
55	B.1. Is the referenced, “Transition Planning Form” required for any and all requests to change providers for any type of waiver service? The referenced form does not appear suited for changing providers of services other than for residential services.	TASC	VI.B.1.	Duly noted. The department will consider creating a form for transitions other than residential.
56	B.1. What constitutes “cross-training” of staff?	TASC	VI.B.1.	The sending agency shares information about the unique support needs of the person to the receiving agency.
57	B.1. Is there a definition or set of requirements to follow?	TASC	VI.B.1.	None is anticipated at this time.

58	B.1. In what situations is cross-training required?	TASC	VI.B.1.	In a situation such as training specific to the needs of the person (i.e., nutrition plan). This will be clarified in the policy.
59	B.1.How does one measure its completion?	TASC	VI.B.1.	When the receiving agency is responsible for supporting the person, and the sending agency is no longer supporting the person.
60	C. Changes initiated by the current service provider: The Provider Agreement requires the provider to obtain prior “State approval” of a discontinuation of services and to “consult with the State in the preparation of a discharge plan”. The Procedures in this proposed Policy do not acknowledge those steps and how they might impact the process described here. For example, is the provider required to have DIDD approval and consultation prior to issuing the notice to the person?	TASC	VI.C.	The procedures specified in Section A. 19 of the provider agreement pertain to continuity of care. Providers who follow the procedures outlined in this policy will meet the requirements described in A. 19 of the provider agreement.
61	And, does the 60-day timeframe begin with the State’s approval of discontinuation or some other event?	TASC	VI.C.	The policy states in section VI.C.1. The ISC, Regional Office and legally responsible person shall work together to locate an alternative service provider for the person within sixty (60) calendar days of the issuance of the written notice.
62	What triggers the person’s COS having to find another provider; the notice from the provider or the approval notice from the DIDD?	TASC	VI.C.	In the context of section A. 19 of the provider agreement, the trigger is the notice from the provider that services will be discontinued.
63	The Provider Agreement states that a copy of a notice of discontinuation must to be sent to the person’s ISC or CM. These procedures also should reflect that requirement.	TASC	VI.C.	Do not concur. Guidelines from the provider agreement will not be repeated in this policy.
64	D. Transition of Residence or Residential Services: D.1. It is unclear if the subparagraphs here under D.1. apply only if there is a dispute, or if they apply anytime there is a request to change residential service providers. If there is no “dispute”, and the person wishes to move to another provider do the steps listed in D.1. a. through c. still apply?	TASC	VI.D.1.	These sub-paragraphs (1.a, b, & c) outline procedures that are to be followed when there is a dispute.
65	D.1.Does the DIDD intend that all changes in residential providers and/or moving a person’s place of residence, regardless of the precipitating factor, require prior notice, review and involvement of the DIDD’s RO before moving forward? If so, this is not at all clear in these procedures.	TASC	VI.D.1.	Duly noted. The policy will be revised for clarity.
66	D.1.a.There appears to be an error in the terms used in the following statement: “If the transition has been precipitated by a dispute between the ‘provider’ and ‘the contracted agency’,”? Should this read as a dispute between the person and the provider?	TASC	VI.D.1.	Agree this will be corrected.

67	6(d)(1). It refers to the contracted agency and the provider. That the contracted agency needs to give something to the provider. And we didn't understand what y'all were talking about there.	Cindy Graves/Betty McNeely/TNCO/Lee Chase	VI.D.1.	Agree this will be corrected.
68	D.1.a. Does this step apply if the request has not been precipitated by a dispute?	TASC	VI.D.1.a.	These sub-paragraphs (1.a, b, & c) outline procedures that are to be followed when there is a dispute.
69	D.1.a. If there is no dispute, can the change move forward without intervention by the RO?	TASC	VI.D.1.a.	No. The Regional must remain informed about these changes.
70	D.1.c. Who is required to “thoroughly” document these instances of unsuccessful dispute resolution? If a representative of the Regional Office is required to be involved in these attempts to resolve issues, why would it be necessary for the efforts and issues to be thoroughly documented for review by the RO?	TASC	VI.D.1.c.	Agree. This will be clarified.
71	D.1.c. Are there separate levels of involvement, review and decision by the RO in these instances?	TASC	VI.D.1.c.	The purpose is to document the outcome discussed to ensure transition is necessary and allow the individual or representative the opportunity to rethink whether or not there is a valid reason for transition.
72	D.1.c. Wouldn't the involvement of the RO in the dispute resolution process be sufficient in of itself without having to also document it for some other level of RO review? This is not clear and appears burdensome and unnecessary for the persons involved.	TASC	VI.D.1.c.	Duly noted.
73	D.2. Who completes the “Transition Planning Form”?	TASC	VI.D.2.	This will be clarified. This form is completed by the ISC.
74	D.5. Is a mobility assessment required for all transitions regardless of the person's physical status or mobility?	TASC	VI.D.5.	No
75	D.5. Who completes the mobility assessment?	TASC	VI.D.5.	This will be clarified. The person's OT, PT or the Regional Therapeutic staff will complete the mobility assessment.
76	D.5. Does the ISC request approval of a PT or OT assessment in all cases or just when the person has limited mobility?	TASC	VI.D.5.	See #6 on the Transition Planning Form
77	D.5. Will the assessments be covered as a waiver benefit for all residential transitions?	TASC	VI.D.5.	No. Assessments must meet medical necessity guidelines.
78	D.5. Who performs the site assessment, if needed?	TASC	VI.D.5.	The person's therapist or a clinician from the regional office.
79	D.5. Are site assessments covered waiver benefits?	TASC	VI.D.5.	No.
80	D.5. Is a “site assessment” different than or separate from the “assessment of the person's mobility?”	TASC	VI.D.5.	Yes

81	D.5. Which assessment determines the scope and nature of the environmental modifications to the residence?	TASC	VI.D.5.	The therapist will recommend environmental modifications or assistive technology based on the assessment of the person.
82	D.5. The procedure seems to imply that the assessment of the person's mobility might identify needs for modifying an environment, but yet the procedures indicate that a separate "site assessment" would need to be performed. What does the site assessment identify that the mobility assessment does not? This is not clear.	TASC	VI.D.5.	The assessment of both the person and the site would be required. A therapist cannot make a recommendation for site modification without assessing the person and the site.
83	E. Transition of Support Coordination Agencies: E.2. Who is responsible for making this list available?	TASC	VI.E.	The Regional Office
84	E.3. The Regional Office should perform due diligence before approving a change in ISC agencies. At a minimum, it should include determining the reason for the request and the person's interest to be served in changing ISC agencies; and, contacting the current ISC agency management to resolve any performance or satisfaction issues that if resolved could avert the need to change ISC agencies unnecessarily.	TASC	VI.E.3.	Duly noted.
85	E.4. Who is making this determination and who is preparing and submitting the documentation of the determination of the person's "best interests" to the Regional Office?	TASC	VI.E.4.	The purpose is to document the outcome discussed to ensure transition is necessary and allow the individual or representative the opportunity to rethink whether or not there is a valid reason for transition.
86	E.4. What constitutes a "best" interest for a person in changing ISC agencies?	TASC	VI.E.4.	The policy statement is sufficiently clear. See response to #34
87	F. Change in Personal Assistance or Day Providers: F.1. What is a "transition packet" as it relates to changing day or PA providers?	TASC	VI.F.	The Transition Planning Form and any other pertinent documentation including a narrative summary that describes the information needed in F 1, 2, 3, & 4
88	F.1.What goes into this packet?	TASC	VI.F.1.	Same as above (#87) and B.3
89	F.2. Who is making this determination and who is preparing and submitting the documentation of the determination of the person's "best interests" to the Regional Office? What constitutes a "best" interest for a person in changing PA or Day providers?	TASC	VI.F.2.	The Regional Office will make those determinations . F.1 states that the ISC will complete the transition packet and submit it to the Regional Office. An attempt will be made to clarify "best interests".
90	G. Inter-Region Transitions:G.3. & G.4. "Transition Plan" is not defined. What constitutes such a plan?	TASC	VI.G.	The transition packet is described in VI.B.3. The policy will be clarified
91	G.3. & G.4. Is there a form, outline or other description?	TASC	VI.G.	See the forms attached to policy.